



REQUEST FOR PROPOSAL (RFP) – English version

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| To: Interested Bidders | DATE: August 4, 2021 |
| | REFERENCE: <u>RFP-DJI-2021-002 / IT Advisory Company on Digitalization of Djibouti Justice.</u> |

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a Technical Firm to develop IT Master Plan for the Implementation of the Case Management System in the Djibouti Judiciary Services - **IT Advisory Company on Digitalization of Djibouti Justice.** Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **4:30pm (Djibouti Time) on Wednesday, 25th August 2021** via email to **bids.dj@undp.org** indicating the below references in the subject of the emails. Proposals sent to other UNDP email addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such offer.

Your Proposal must be expressed in the **English or French**, and valid for a minimum period of **120 days**

The Financial Proposal and the Technical Proposal files **MUST BE COMPLETELY SEPARATE** and uploaded separately in the system and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address. **The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal.** The Proposer shall assume the responsibility for not encrypting the financial proposal.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Proposers must take into account the following:

Proposers must indicate the below in the e-mail subject box while submitting the Technical proposal and other documents related to this bid:

Technical Proposal (items A, B and C of Annex 2). RFP-DJI-2021-002 / IT Advisory Company on Digitalization of Djibouti Justice.

Proposers must indicate the below in the e-mail subject box while submitting the Financial proposal:

Financial Proposal (items D and E of Annex 2). RFP-DJI-2021-002 / IT Advisory Company on Digitalization of Djibouti Justice.

(Both financial and technical proposals must be submitted as separate files).

Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed seven megabytes (7 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 5.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.



Sincerely yours,

Deputy Resident Representative
03/08/2021

Description of Requirements

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| <p>Context of the Requirement</p> | <p>A process of judicial reform is underway in Djibouti to enable the justice system to be impartial and fair and to guarantee the security of people and property. Following the <i>Etats Généraux de la Justice</i>, organised from 2000 to 2002, the Djibouti authorities implemented a major reform project (revision of the codes, new judicial organisation, creation of a penitentiary administration, significant recruitment of judicial personnel, etc.).</p> <p>Every 7 years, the European Union (EU), the largest donor of development aid to Djibouti, defines together with the Djibouti administration a National Indicative Programme (NIP) which identifies priority sectors of intervention. During its mid-term review in 2017, it was agreed to include the justice sector among its priorities. As a result, an action paper was developed in this area by the EU jointly with the Ministry of Justice and Prison Affairs in charge of Human Rights.</p> <p>The project entitled Support to Justice in the Republic of Djibouti (<i>Appui à la Justice en République Djibouti</i>) is the result of this work. It is in line with the achievement of the Sustainable Development Goals (SDGs), in particular strategic objective 16 "peace, justice and effective institutions" and strategic objective 5 "gender equality".</p> <p>By mutual, but in this case tripartite, agreement, UNDP Djibouti was chosen as the best placed organisation to implement this ambitious project.</p> <p>Output No. 4 of the Support to Justice project the operationalisation of an integrated management system for judicial and penitentiary information. The other results are No. 1 the improvement of the functioning of institutions in the justice sector; No. 2 improved access to justice for the Djiboutian population and No 4 the reinforcement of the training system for justice actors.</p> <p>The Djibouti Ministry of Justice has selected Mizan 2 as the base case management system for Djibouti Justice. Mizan 2 was developed by the High Judicial Council in Palestine with financial and technical support from the Sawasya, the primary programmatic vehicle of the UN to advance rule of law, integrity, gender justice and human rights in Palestine.</p> <p>The process for digitalizing Djibouti justice is led by the Ministry of Justice. Other key partners are the UN Joint Rule of Law programme Sawasya in Palestine which leads the customization of the case management system Mizan2 to the needs of Djibouti justice and provides advisory support for the implementation of the system in Djibouti. Also, the National Agency for State Information Systems (ANSIE) which is responsible for the infrastructure, security and maintenance of the digital system. The digitalization process is guided by a working group appointed by the Ministry of Justice and composed of the following actors: • 1 prosecutor; • 1 judge; • 1 representative from ANSIE; • 1 representative from the MOJ; • 1 clerk (greffier); • Bailiff (huissier); • Lawyer.</p> |
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| | <p>The programme documents can be accessed via these links:</p> <ul style="list-style-type: none">• Programme document (in French)• Description of the action (in French) | | | | | |
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| Implementin g Partner of UNDP | Ministry of Justice | | | | | |
| Objective of the assignment: | Provide UNDP with the plans, technical and financial expertise to enable effective and efficient operationalisation of an integrated management system for judicial and penitentiary information. | | | | | |
| Brief Description of the Required Services ⁹ | <p>The UNDP is looking to recruit a service provider who can provide UNDP with the expertise required to ensure that output 4 of the project is effectively, efficiently, and correctly implemented. Please refer to Annex 3 of this RFP for a detailed list of activities as listed by the Programme Documents, which can also be accessed via the link indicated above.</p> <p>More specifically the service provider is expected to:</p> <ul style="list-style-type: none">• Conduct an assessment mission to Djibouti together with experts from Sawasya, resulting in a validated roadmap for the development of the IT master plan.• Develop an IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system. This includes a workplan with budgeted deliverables for the implementation of the plan.• Preparation of public tenders for the implementation of the IT master plan, including detailed terms of reference (description) for hardware, software, staff and services required to implement the plan.• Together with UNDP, provide overall quality control and oversight in executing the IT master plan. | | | | | |
| List and Description of Expected Outputs to be Delivered | <table><tr><th>Deliverables</th></tr><tr><td><ul style="list-style-type: none">• Mission report and roadmap for the development of the IT master plan ;</td></tr><tr><td><ul style="list-style-type: none">• Validated IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system ;</td></tr><tr><td><ul style="list-style-type: none">• Finalized terms of reference for hardware, software, staff and services required to implement the plan ;</td></tr><tr><td><ul style="list-style-type: none">• Successful execution of a public tender and selection of required services and hardware ;</td></tr></table> | Deliverables | <ul style="list-style-type: none">• Mission report and roadmap for the development of the IT master plan ; | <ul style="list-style-type: none">• Validated IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system ; | <ul style="list-style-type: none">• Finalized terms of reference for hardware, software, staff and services required to implement the plan ; | <ul style="list-style-type: none">• Successful execution of a public tender and selection of required services and hardware ; |
| Deliverables | | | | | | |
| <ul style="list-style-type: none">• Mission report and roadmap for the development of the IT master plan ; | | | | | | |
| <ul style="list-style-type: none">• Validated IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system ; | | | | | | |
| <ul style="list-style-type: none">• Finalized terms of reference for hardware, software, staff and services required to implement the plan ; | | | | | | |
| <ul style="list-style-type: none">• Successful execution of a public tender and selection of required services and hardware ; | | | | | | |

⁹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

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| | <ul style="list-style-type: none"> • Technical and financial advice relating to the implementation of the IT master plan ; • Contacts (meetings, telecommunication, oral and written) with UNDP, national partners and other service providers ensuring quality control and coordination for implementation of the IT master plan. |
| Eligibility criteria | <ul style="list-style-type: none"> • The Firm must have minimum 5 years of experience in digitalizing institutional processes ; • Previous experience in digitalizing justice case management systems • Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list ; • Valid registration or license, TIN and Vat registration (if applicable) • Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations ; • The firm or team members proposed must have sound expertise and experiences relevant to the tasks required by this RFP. |
| Duration of contract and schedule of payments: | <ul style="list-style-type: none"> • Target start date for the commencement of the contract is 1 October 2021. The company is expected to be ready to conduct its first assessment mission beginning of October 2021 • The contract is for two years from the signature of the contract, the total number of workable days is not to exceed 150 days. • The payment for the first deliverable is set to cover 30 days of work and travel expenses. Other deliverables will be paid according to a budgeted roadmap developed by the contractor as approved by UNDP. ¹⁰ • All costs related to this assignment including logistics, office arrangements, accommodation etc. shall be borne by the contractor. • When conducting missions to Djibouti or ensuring on-site presence in Djibouti, UNDP will provide domestic transport and access to its offices as long as space allows. • Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the UNDP/project team along with a plan to remedy the delay. |
| Institutional arrangements | <ul style="list-style-type: none"> • The contracted firm will work under overall guidance and report to the UNDP Chief Technical Advisor for justice. • The contracted firm will work closely with Sawasya, ANSIE and other local partners, especially the working group on digitalization of the Ministry of Justice. |
| Frequency of Reporting | The proposed contractor is expected to be in regular contact with the Chief Technical Advisor to provide progress updates as well as discuss and agree on the approach to resolve unforeseen challenges that may arise. He is also expected to update the working group of the MOJ and other partners as required |
| Progress Reporting | Formal progress reports are not required and an iterative approach is preferred. |

¹⁰ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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| Requirements | To provide progress updates, the proposed contractor is expected to be in regular contact with the Chief Technical Advisor. Any issues that pose a risk to contract delivery must be submitted in writing, ahead of any deadlines indicated on the contract. | | | |
| Location of work | Homebased and Djibouti | | | |
| Latest completion date | 150 days (spread over 24 months) | | | |
| Travels Expected | Destination/s | Estimated Duration | Brief Description of Purpose of the Travel | Target Date/s |
| | Djibouti | 15 days | Analyses business process, work flow, in addition to IT infrastructure/skills analysis, and legal system analysis | October |
| | Djibouti | TBD | On site oversight and advisor role | TBD |
| Special Security Requirements | <input checked="" type="checkbox"/> Security Clearance from UN prior to travelling | | | |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | <input checked="" type="checkbox"/> Office space and facilities | | | |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required | | | |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required | | | |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars | | | |

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| Value Added Tax on Price Proposal ¹¹ | <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. |
| Partial Quotes | <input checked="" type="checkbox"/> Not permitted |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | UNDP Chief Technical Advisor |
| Type of Contract to be Signed | <input checked="" type="checkbox"/> Contract for Professional Services |
| Criteria for Contract Award | <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below: Minimum eligibility criteria of the consultancy firm: <ul style="list-style-type: none"> • The Firm must have minimum 5 years of experience in digitalizing institutional processes, • Previous experience in digitalizing justice case management systems • Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list; • Valid registration or license, TIN and Vat registration (if applicable) • Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations; • The firm or team members proposed must have sound expertise and experiences relevant to the tasks required by this RFP. |

¹¹ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business licenses- Current Trade licenses.
- Latest Audited Financial Statement or audited report for last 02 (2017 – 2018) fiscal years– (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.)
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

Minimum eligibility criteria of the key personnel:

Should be proposed by the Firm

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information

Technical Proposal (70%)

- ☒ Expertise of the Firm -20%
- ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan - 30%
- ☒ Management Structure and Qualification of Key Personnel -20%

BASIS OF TECHNICAL EVALUATION

| Criteria | Max Points |
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| Technical Proposal Evaluation | 70 |
| 1.Expertise of the firm/Organization | 20 |
| 1.1 Working experience | 5 |
| 1.2 Background in IT Advisory Company on Digitalization or related fields. | 10 |
| 1.3 Experience of work with UN and local Government | 5 |
| 2.Proposed Methodology, Approach and Implementation Plan | 30 |
| 2.1 Description of the methodology for implementing the project and overall quality of the proposal | |
| 3.Management Structure and Key Personnel To be proposed by the firm | 20 |
| Financial Proposal | 30 |
| Total | 100 |

Financial Proposal (30%)

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| | <p>In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p> <p>Rating the Technical Proposal (TP): $TP\ Rating = (Total\ Score\ Obtained\ by\ the\ Offer / Max.\ Obtainable\ Score\ for\ TP) \times 100$</p> <p>Rating the Financial Proposal (FP): $FP\ Rating = (Lowest\ Priced\ Offer / Price\ of\ the\ Offer\ Being\ Reviewed) \times 100$</p> <p>Total Combined Score: $(TP\ Rating) \times (Weight\ of\ TP,\ e.g.\ 70\%) + (FP\ Rating) \times (Weight\ of\ FP,\ e.g.,\ 30\%)$ =Total Combined and Final Rating of the Proposal</p> <p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p> |
| UNDP will award the contract to: | <input checked="" type="checkbox"/> One and only one Service Provider |
| Contract General Terms and Conditions ¹² | <input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| Annexes to this RFP ¹³ | <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> Extract of Project document (Annex 4) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5) <input checked="" type="checkbox"/> Others Written Self-Declaration (Annex 6) |
| Contact Person for Inquiries (Written inquiries only) ¹⁴ | <p><i>Proc.dji@undp.org</i></p> <p><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 18 August, 2021.</i></p> <p><i>"Queries on RFP-DJI-2021-002"</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. such an extension is necessary and communicates a new deadline to the Proposers.</p> |
| Other Information | Not applicable |

¹² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

¹³ Where the information is available in the web, a URL for the information may simply be provided.

¹⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁶)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

F. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

G. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

¹⁵ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

H. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

I. Cost Breakdown per Deliverable*

| | Deliverables [list them as referred to in the RFP] | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|---|---|---|---------------------------------------|
| 1 | Deliverable 1 | | |
| 2 | Deliverable 2 | | |
| 3 | | | |
| | Total | 100% | |

**This shall be the basis of the payment tranches*

J. Cost Breakdown by Cost Component [This is only an Example]:

| Description of Activity | Remuneration per Unit of Time | Total Period of Engagement | No. of Personnel | Total Rate |
|-----------------------------------|----------------------------------|-------------------------------|---------------------|------------|
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| III. Other Related Costs | | | | |

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

Terms of Reference (TOR)

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| ASSIGNMENT TITLE: | Hiring a Technical Firm to develop IT Master Plan for the Implementation of the Case Management System in the Djibouti Judiciary Services. |
| AGENCY/PROJECT NAME: | Ministry of Justice - UNDP Djibouti |
| COUNTRY OF ASSIGNMENT: | Djibouti |
| DURATION OF CONTRACT: | 150 working days over a period of 24 months tentatively from October 2021 |

L. Project Title:

To develop IT Master Plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system. This includes a workplan with budgeted deliverables for the implementation of the plan and together with UNDP, provide overall quality control and oversight in executing the IT master plan.

M. Description of the Assignment:

The Term of Reference (ToR) has been designed to engage a technical firm to conduct an assessment mission to Djibouti together with experts from Sawasya, resulting in a validated roadmap for the development of the IT master plan. In addition, the firm is expected to formulate a IT masterplan and to prepare of public tenders for the implementation of the IT master plan, including detailed terms of reference (description) for hardware, software, staff and services required to implement the plan and together with UNDP, provide overall quality control and oversight in executing the IT master plan.

N. Project Description:

A process of judicial reform is underway in Djibouti to enable the justice system to be impartial and fair and to guarantee the security of people and property. Following the *Etats Généraux de la Justice*, organised from 2000 to 2002, the Djibouti authorities implemented a major reform project (revision of the codes, new judicial organisation, creation of a penitentiary administration, significant recruitment of judicial personnel, etc.).

Every 7 years, the European Union (EU), the largest donor of development aid to Djibouti, defines together with the Djibouti administration a National Indicative Programme (NIP) which identifies priority sectors of intervention. During its mid-term review in 2017, it was agreed to include the justice sector among its priorities. As a result, an action paper was developed in this area by the EU jointly with the Ministry of Justice and Prison Affairs in charge of Human Rights.

The project entitled Support to Justice in the Republic of Djibouti (*Appui à la Justice en République Djibouti*) is the result of this work. It is in line with the achievement of the

Sustainable Development Goals (SDGs), in particular strategic objective 16 "peace, justice and effective institutions" and strategic objective 5 "gender equality".
By mutual, but in this case tripartite, agreement, UNDP Djibouti was chosen as the best placed organisation to implement this ambitious project.

The Djibouti Ministry of Justice has selected Mizan 2 as the base case management system for Djibouti Justice. Mizan 2 was developed by the High Judicial Council in Palestine with financial and technical support from the Sawasya, the primary programmatic vehicle of the UN to advance rule of law, integrity, gender justice and human rights in Palestine.

The process for digitalizing Djibouti justice is led by the Ministry of Justice. Other key partners are the UN Joint Rule of Law programme Sawasya in Palestine which leads the customization of the case management system Mizan2 to the needs of Djibouti justice and provides advisory support for the implementation of the system in Djibouti. Also, the National Agency for State Information Systems (ANSIE) which is responsible for the infrastructure, security and maintenance of the digital system. The digitalization process is guided by a working group appointed by the Ministry of Justice and composed of the following actors: • 1 prosecutor; • 1 judge; • 1 representative from ANSIE; • 1 representative from the MOJ; • 1 clerk (greffier); • Bailiff (huissier); • Lawyer.

The programme documents can be accessed via these links:

- [Programme document](#) (in French)
- [Description of the action](#) (in French)

Indicative Output(s):

The project will support the establishment of an integrated judicial and prison information management system.

Previous experiences of computerisation of judicial and penitentiary systems have highlighted certain recurrent risks encountered in the context of these projects, such as the lack of user acceptance of the changes in behaviour imposed by the new system; the difficulties in ensuring the sustainability of the IT teams responsible for implementing the project, as well as the difficulties in ensuring the maintenance of the applications, equipment and installations. These recurring problems will be taken into account from the start of the project and solutions will be identified as part of the development of the IT master plan.

The Ministry, through its Directorate of Communication and New Technologies, whose capacities will be strengthened within the framework of the project, will have to ensure constant steering of the project. A working group under the supervision of the Secretary General of the Ministry of Justice will also be set up to oversee the computerisation. This working group may include representatives of all the entities in the civil and criminal chain within the CFI (public prosecutor's office, investigation offices, criminal court, office for the execution of sentences), the Court of Appeal (public prosecutor's office, indictment chamber, criminal court), the prison administration (prison administration directorate, prisons), the judicial police (gendarmerie, police, national security), the directorate of judicial services and the Bar.

The expected outcome and outputs are:

Output 4: An integrated judicial and prison information management system is operational;

Output 4.1: IT master plan and terms of reference for contracts are available;

Output 4.2: A modernised IT environment is provided (parameterised software and operational applications);

Output 4.3: Relevant staff (managers, users, IT staff) are able to use the new IT system;

Output 4.4: The secure judicial intranet is operational;

Output 4.5: Administrative and document management is improved.

O. Scope of Work:

The scope of work for prospective firm is to provide UNDP with the expertise required to ensure that output 4 of the project is effectively, efficiently, and correctly implemented. Please refer to Annex 4 of this RFP for a detailed list of activities as listed by the Programme Documents, which can also be accessed via the link indicated Programme document (in French) as follows:

- Conduct an assessment mission to Djibouti together with experts from Sawasya, resulting in a validated roadmap for the development of the IT master plan.
- Develop an IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system. This includes a workplan with budgeted deliverables for the implementation of the plan.
- Preparation of public tenders for the implementation of the IT master plan, including detailed terms of reference (description) for hardware, software, staff and services required to implement the plan.
- Together with UNDP, provide overall quality control and oversight in executing the IT master plan.

P. Eligibility Criteria

Requirement

- The Firm must have minimum 5 years of experience in digitalizing institutional processes,
- Previous experience in digitalizing justice case management systems
- Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;
- Valid registration or license, TIN and Vat registration (if applicable)
- Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;
- The firm or team members proposed must have sound expertise and experiences relevant to the tasks required by this RFP.

Q. Expected Outputs:

Under this assignment, the firm/organization will deploy necessary staffs to implement the activities within stipulated time. The activities are:

The consulting firm is expected to conduct the following activities:

- Mission report and roadmap for the development of the IT master plan;
- Validated IT master plan for the implementation of the case management system Mizan2 and introduction of an integrated judicial and prison information management system;
- Finalized terms of reference for hardware, software, staff and services required to implement the plan;
- Successful execution of a public tender and selection of required services and hardware;
- Technical and financial advice relating to the implementation of the IT master plan;
- Contacts (meetings, telecommunication, oral and written) with UNDP, national partners and other service providers ensuring quality control and coordination for implementation of the IT master plan.

R. Institutional Arrangement:

The contracted firm will work under overall guidance and report to the UNDP Chief Technical Advisor for justice.

The contracted firm will work closely with Sawasya, ANSIE and other local partners, especially the working group on digitalization of the Ministry of Justice.

S. Duration of the work:

Duration of the assignment is 150 days from signing of the contract (spread over 24 months).

T. Final Deliverables / Services from the Firm/Organisation:

- Timeline for road map and draft workplan is **1st week of Oct 2021**;
- Timeline for validated IT master plan and TORs published is starting **from 1st week of December 2021**;
- Timeline for monitoring, executing and ensuring quality control and coordination for implementation of the IT master plan. **Starting from first week of March 2022.**

U. Schedule of Payments:

Target start date for the commencement of the contract is 1st October 2021. The company is expected to be ready to conduct its first assessment mission beginning of October 2021

The contract is for two years from the signature of the contract, the total number of workable days is 150 days.

The payment for the first deliverable is set to cover 30 days of work and travel expenses. Other deliverables will be paid according to a budgeted roadmap developed by the contractor as approved by UNDP.

For each phase (**indicated in section I**), UNDP will make payments, by bank transfer to the contractor's bank account, upon acceptance of the deliverables achieved by the contractor.

All costs related to this assignment including logistics, office arrangements, accommodation etc. shall be borne by the contractor.

When conducting missions to Djibouti or ensuring on-site presence in Djibouti, UNDP will provide domestic transport and access to its offices as long as space allows. Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the UNDP/project team along with a plan to remedy the delay.

V. Evaluation

Minimum eligibility criteria of the consultancy firm:

- The Firm must have minimum 5 years of experience in digitalizing institutional processes,
- Previous experience in digitalizing justice case management systems
- Written self-declaration that the company is not in the UN security council 1267/1989 list, UN procurement division list or other ineligibility list;
- Valid registration or license, TIN and Vat registration (if applicable)
- Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;
- The firm or team members proposed must have sound expertise and experiences relevant to the tasks required by this RFP.
- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business licenses- Current Trade licenses.
- Latest Audited Financial Statement or audited report for last 02 (2017 – 2018) fiscal years– (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.)
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

Minimum eligibility criteria of the key personnel:

Should be proposed by the Firm

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information

Technical Proposal (70%)

- ☒ Expertise of the Firm -20% ;
- ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan - 30% ;
- ☒ Management Structure and Qualification of Key Personnel -20%.

BASIS OF TECHNICAL EVALUATION

| Criteria | Max Points |
|---|------------|
| Technical Proposal Evaluation | 70 |
| 1. Expertise of the firm/Organization | 20 |
| 1.1 Working experience | 5 |
| 1.2 Background in IT Advisory Company on Digitalization or related fields. | 10 |
| 1.3 Experience of work with UN and local Government | 5 |
| 2. Proposed Methodology, Approach and Implementation Plan | 30 |
| 2.1 Description of the methodology for implementing the project and overall quality of the proposal | |
| 3. Management Structure and Key Personnel To be proposed by the firm | 20 |
| Financial Proposal | 30 |
| Total | 100 |

Financial Proposal (30%)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$
 Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$
 Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$
 =Total Combined and Final Rating of the Proposal

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money

**DESCRIPTION OF ACTIVITIES UNDER
OUTPUT 4 OF THE PROGRAMME DOCUMENT
SUPPORT TO JUSTICE IN THE REPUBLIC OF DJIBOUTI**
(Unofficial translation from French)

Output 4: An integrated judicial and prison information management system is operational.

The project will support the establishment of an integrated judicial and prison information management system.

Previous experiences of computerisation of judicial and penitentiary systems have highlighted certain recurrent risks encountered in the context of these projects, such as the lack of user acceptance of the changes in behaviour imposed by the new system; the difficulties in ensuring the sustainability of the IT teams responsible for implementing the project, as well as the difficulties in ensuring the maintenance of the applications, equipment and installations. These recurring problems will be taken into account from the start of the project and solutions will be identified as part of the development of the IT master plan.

The Ministry, through its Directorate of Communication and New Technologies, whose capacities will be strengthened within the framework of the project, will have to ensure constant steering of the project. A working group under the supervision of the Secretary General of the Ministry of Justice will also be set up to oversee the computerisation. This working group may include representatives of all the entities in the civil and criminal chain within the CFI (public prosecutor's office, investigation offices, criminal court, office for the execution of sentences), the Court of Appeal (public prosecutor's office, indictment chamber, criminal court), the prison administration (prison administration directorate, prisons), the judicial police (gendarmerie, police, national security), the directorate of judicial services and the Bar.

Output 4.1: IT master plan and terms of reference for contracts are available

The following activities will be carried out under this Output

- Elaboration and validation of the IT master plan (jurisdictions, prisons, MoJ): The elaboration of an IT and management master plan will ensure coherence, coordination and complementarity between the experiences underway, in particular the partial computerisation of the civil chain, and the stakeholders, including the National Agency for State Information Systems (ANSIE). The plan should also identify solutions to ensure the sustainability of the computerisation process, particularly with regard to capacity building and the sustainability of the Ministry of Justice's IT team. As part of the development of the master plan, a decision will be taken as to whether to develop software locally or to purchase an existing software package to be adapted to the specific needs of the Djiboutian judicial and penitentiary systems.

Note: The Djibouti justice authorities have already decided to use the case management system Mizan 2 developed by the High Judicial Council of Palestine with support from the UN rule of law programme Sawasya.

- Description of the business processes and elaboration of the terms of reference of the contracts: an international consultant will be recruited in order to carry out a study which will describe the processes in use within the civil and penal chains in Djibouti and to establish the specifications of the software in conformity with the texts in force. The expert will also support the working group in charge of the computerisation for the establishment of the tables of offences and procedures according to the texts. The work of this consultant will be carried out in connection with the support provided under output 2.2 of the Support to Justice Project (analysis of the processing of civil and criminal files and development of manuals of criminal and civil

procedures). The terms of reference for the procurement of IT equipment and the development of the software/purchase of the court and prison management software package will be developed.

Output 4.2: A modernised IT environment is provided (parameterised software and operational applications)

Under this output, the following activities will be carried out

- Procurement of IT equipment: On the basis of the ToR developed under subproduct 4.1, all necessary IT equipment (computers, individual printers, multifunction printers and servers) will be procured
- Development and implementation of the IT software: on the basis of the market ToR developed under subproduct 4.1, an IT development company will be recruited to develop the business software. This work will include the parameterisation and encoding of the processes in the applications as well as the deployment of the application and the tests necessary to ensure its full functionality. Priority will be given to the operationalisation of the penal chain and the computerisation of the criminal record.

Output 4.3: Relevant staff (managers, users, IT staff) are able to use the new IT system

Within the framework of this sub-product, the following activities will be carried out

- Training of the management system managers
- Training of users
- Follow-up and periodic reinforcement on site
- Training of computer specialists (operating systems, etc.).

All these activities will be carried out by the contractor selected under output 4.2 for the development and implementation of the computer software.

Output 4.4: The secure judicial intranet is operational

This output provides for the implementation of a secure intranet for the staff of the Ministry of Justice and the judicial institutions. All these activities will be carried out by the contractor selected under subproduct 4.2 for the development and implementation of the software

Output 4.5: Administrative and document management is improved

Under this output, the following activities will be carried out

- Support for the computerised management of judicial, penitentiary and administrative archives: this support provides for several stages, including the implementation of an archiving policy, the processing of backlogs currently stored in containers located in the courthouse, the digitisation of certain documents and the installation of archiving software.
- Support for the management of case law: this support will concern both case law and legislation, which will be made accessible through dissemination on the Internet.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor

may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the

Contractor will give the UNDP sufficient prior notice of a request for the disclosure of information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years

with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Declaration

Date:

**United Nations Development Programme
Djibouti**

Assignment :IT Advisory Company on Digitalization of Djibouti Justice.

Reference: *RFP/UNDP/2021/001*

Dear Sir,
I declare that is not in the UN Security Council 1267/1989
List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,